



REQUEST FOR PROPOSALS

Testing and Clearance for Lead Based Paint and Asbestos Containing Materials

FY 2019 Safe Home Programs

Date Issued: July 15, 2019

TABLE OF CONTENTS

SECTION 1: Request for Proposals (RFP) Instructions	4
1.1 Public Notice	4
1.2 Schedule of Events	5
1.3 Proposal Format	5
1.4 Proposal Delivery	5
1.5 Proposal Content	6
1.6 Duties and Obligations of Service Providers in the RFP Process	8
1.7 Addenda	8
1.8 Modification or Withdrawal of Proposals	8
1.9 Evaluation Criteria	8
1.10 Evaluation Process	9
1.11 Failure to Comply with Instructions	9
1.12 Awarding of the Contract	9
1.13 Licenses	9
1.14 Public Records	9
1.15 Other Conditions and Reservations	10
SECTION 2: General Terms and Conditions	12
2.1 Definition of Terms	12
2.2 Miscellaneous Conditions	13
2.3 Payment Affidavits	16
2.4 Payments	17
2.5 Drug Free Workplace	18
2.6 Background Checks	18
2.7 Commercial Non-Discrimination Policy	18
2.8 Indemnification	19
2.9 Insurance Requirements	20

2.10	Termination.....	21
2.11	No Collusion, Bribery or Conflict of Interest	22
2.12	No Lobbying	23
	SECTION 3: Specifications	24
3.1	Contract Period	24
3.2	Notice to Proceed	24
3.3	Contract Price	24
3.4	Work Execution	24
3.5	Customer Service	24
3.6	Scope of Work	24
3.7	Limited Survey for Asbestos Containing Materials	28
	SECTION 4: Federal Contracting Requirements	32
4.1	Energy Conservation	32
4.2	Clean Water	32
4.3	Clean Air	32
4.4	Access to Records and Reports	32
4.5	Federal Changes	33
4.6	Government-Wide Debarment and Suspension (Non-Procurement)	33
4.7	Privacy Act	33
4.8	Federal Funding Accountability and Transparency Act (FFATA) of 2006	34
4.9	Incorporation of HUD Terms	34
4.10	HUD Section 135.38 Section 3 Clause	34
4.11	Section 3 Compliance	35
	FORM A – PROPOSAL COVER SHEET	39
	FORM B – EXPERIENCE AND QUALIFICATIONS	40
	FORM B – EXPERIENCE AND QUALIFICATIONS	40
	FORM C – FY 2019 YEAR UNIT COST PROPOSAL	43
	FORM D – SECTION 3 SUBCONTRACTOR/SUPPLIER COMMITMENT	45
	FORM E – COMMERCIAL NON-DISCRIMINATION CERTIFICATION.....	46
	FORM F – DRUG FREE WORKPLACE CERTIFICATION	47
	FORM G – FEDERAL CERTIFICATIONS.....	48

SECTION 1: Request for Proposals (RFP) Instructions

1.1 Public Notice

Lead based Paint

The City of Charlotte (City) plans to contract with one or more service providers (Service Providers) to provide lead testing and assessments at approximately 200 homes, and lead hazard control activities at approximately 150 homes over a three (3) year period. Specific services (Services) under this RFP will include lead testing, X-ray fluorescence (XRF) analysis, risk assessment, abatement design, submittal document review, and clearance and maintenance plans.

Asbestos Containing Materials

The City of Charlotte (City) plans to contract with one or more Service Providers to provide limited asbestos inspections at approximately 75 homes, and asbestos clearance services at 25 homes over a three (3) year period.

Contract(s) will be for an initial one (1) year period and may be renewed, at the City's option, for two (2) additional one-year periods.

The scope of work will be funded through CDBG, HOME, OHLCHH Grant, or local funding depending on the project.

All inspectors, risk assessors, and clearance technicians are required to have current certifications from institutions that are approved by the State of North Carolina or HUD. Certifications from the North Carolina Department of Health Hazard Control are also required.

Consideration will be given only to proposals from Service Providers that are properly licensed, experienced in the class of work, and that can refer to similar projects that have been successfully completed. Service Providers will be responsible for securing all applicable federal, state, and local permits. Participation by Section 3 firms, either as prime contractors or subcontractors, is encouraged.

Please submit all questions and requests to the Contracts Administrator listed below by 5:00 pm EST on **July 26, 2019**. Each question or request for clarification must provide clear reference to the section, page, and item in question. Requests received after the deadline may not be considered.

Diane Adams
Housing Services Supervisor
City of Charlotte
600 East Trade Street, Charlotte, NC 28202
Direct: 704.336.2911
Email: dadams@charlottenc.gov

Information related to this solicitation, including any addenda, will be posted to the City's website.

1.2 Schedule of Events

Advertisement of RFP: July 15, 2019

Questions submitted until: July 26, 2019

Due Date for Proposals: July 30, 2019 9am PM EST

Technical Evaluation Meeting: August 7, 2019

Selection Notification: August 14, 2019 (anticipated)

No Pre-Submittal Meeting will be conducted

1.3 Proposal Format

The Service Provider's Proposal should consist of responses to the questions provided below and required forms. Service Providers must submit two (2) bound original proposal packages, including all required forms, and 1 CD or USB containing one consolidated digital copy of the complete Proposal in .pdf format using software such as Adobe, CutePDF, PDF Writer, etc. (digital copy PDF may be submitted via email to dadams@charlottenc.gov)

Due to demands on the time of the Evaluation Committee members, limit your response to RFP questions to a maximum total of **10** numbered pages. Proposals should generally be printed on 8 ½" x 11" paper, but pages with organizational charts, matrices, or diagrams may be printed on larger sheets. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while still maintaining legibility. Required forms, sample reports, resumes, sub-tabs, covers and dividers do not count toward the page limit. Non-conforming submissions may be removed from consideration. Please submit packages comprised of materials that are easily recyclable or reusable at the conclusion of the evaluation process.

1.4 Proposal Delivery

Each Service Provider is solely responsible for the timely delivery of its Proposal. Proposals sent by facsimile or email will not be accepted.

Place all of the above in a sealed package with the information below printed on the outermost package:

PROPOSAL FOR LEAD HAZARD CONTROL PROGRAM LBP ACM RFP 2019	
PROPOSER'S NAME: _____	CONTRACTOR'S NAME _____
DUE ON: July 30, 2019	ATTENTION: Diane Adams

All Proposals must be received by **9am July 30, 2019** at the following location:

Neighborhood and Business Services
Old City Hall 600
East Trade St.
Charlotte, North Carolina 28202

1.5 Proposal Content

Proposals should be arranged to provide forms and respond to questions in the following order:

- 1.5.1 Completed and signed **Form A –Proposal Cover Sheet**.
- 1.5.2 Identify the legal entity that would enter into a contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, etc.), state of incorporation or organization, current size (financial and staffing, and the name and title of the person authorized to enter into an agreement.
- 1.5.3 For proposed sub consultants, please provide the name of each sub consultant and firm, the office location, contact name and telephone number, and the services to be provided.
- 1.5.4 Indicate if any member of your team is certified as a DBE/MBE/WBE/Section 3 firm.

- 1.5.5 If the submittal is from a team, please note if the team members have worked together before. Generally, describe any such collaborations, the responsibility of each team member, and the project outcome. Discuss the success of the team working together.
- 1.5.6 Provide an organizational chart and identify key members of the team, including sub consultants who would be assigned to this project. Specifically identify individuals who will serve as project managers.
- 1.5.7 List any contracts, currently in process or performed in the past three (3) year's comparable to this RFQ, as follows:
- List only projects involving current staff of the proposed prime consultant and any proposed sub consultants
 - List projects in date order with newest projects listed first
 - List up to a maximum of 6 relevant projects (3 lead and 3 asbestos).

For each project listed, include a brief description, the date services were performed, name, address and phone number of the individual representative of the owner having knowledge of the company's work, the dollar amount, legal claims (if applicable), project completion date, and total time period involved.

- 1.5.8 Summarize your approach to the work, project management and quality control procedures. Discuss the methods, approach, and controls used on similar projects. Describe how the work was completed in an effective, timely, economical and professional manner.
- 1.5.9 Describe how your organization ensures that personnel performing technical support services are qualified and proficient.
- 1.5.10 The City has very specific requirements for formatting reports and documents. Describe your company's experiences, flexibility, and willingness to adapt to client requirements of this nature.
- 1.5.11 Provide a list of lab accreditations and qualifications.
- 1.5.12 Describe any unresolved claims or disputes with the City.
- 1.5.13 Please disclose any past or pending judgments. For purposes of this question, the term "Related Entity" means any parent, subsidiary, affiliate or guarantor of the Firm. For all matters involving the Firm providing products or services to local, state or federal government, submit declarations of the current status of any past or pending criminal, civil, or administrative litigation against the Firm or any Related Entity. For all matters involving the Firm providing products or services to local, state or federal government, in addition, submit declarations of the current status of all pending criminal, civil or administrative litigation that commenced within the past five (5) years

in North America, whether or not it involves local governments, against the Firm or Related Entity. (For the purpose of the declarations, current officer, shall be defined to include those individuals who are presently serving or who have served within the past two (2) years as an officer of the company). Please state whether there are any cases pending against the Firm, a Related Entity, officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Firm or Guarantor or materially affect the Firm's or Guarantor's ability to perform their obligations.

The respondent may choose not to submit records for matters that were resolved prior to the time that the subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the City. All records for subsidiaries or affiliates of the parent company that may be involved in the provision of Services to the City must be included.

The City reserves the right to request additional information to explain any of the above citations/violations.

1.5.14 Complete **Form B – Experience and Qualifications - Key Team Member Matrix**. For the Key Team Members, list the projects identified in question number 1.5.7 above, and each team member's experience (including number of years or depth of experience) for each of the areas listed on the matrix. Add sheets as needed in order to list all key team members.

1.5.15 Complete **FY2019 Unit Cost Proposal (Form C)**.

1.5.16 Sign and include the **Section 3 Subcontractor/Supplier Commitment (Form D)**.

1.5.17 Sign and include the **Commercial Non-Discrimination Certification (Form E)**.

1.5.18 Sign and include the **Drug Free Workplace Certification (Form F)**.

1.5.19 Sign and include the **Federal Certifications (Form G)**.

1.5.20 Provide a brief resume, no longer than one page each, for all Key Team Members.

1.5.21 Provide all make/model/year of XRF equipment used on all jobs along with the factory recommended requirements for calibration and record of last service.

1.6 Duties and Obligations of Service Providers in the RFP Process

The Service Provider must thoroughly review this RFP and promptly notify the Contracts Administrator identified in Section 1.1 of this RFP in writing/via email of any ambiguities, inconsistencies, unduly restrictive requirements, omissions, or errors which may be discovered upon examination of this document. Additionally, this review should include any terms or

requirements that either preclude the entity from responding to the RFP or add unnecessary cost. Any notification must be accompanied by an explanation of the issue and a suggested modification. The City will make the final determination of changes to the RFP.

1.7 Addenda

Addenda are available online at

<http://charmeck.org/city/charlotte/nbs/housing/Pages/ContractorResources.aspx>. The Service Provider shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the Contract and all Service Providers shall be bound by such Addenda, whether or not received or acknowledged by the Service Provider.

1.8 Modification or Withdrawal of Proposals

Service Providers may change or withdraw their Proposals at any time prior to the Due Date for Proposal specified in Section 1.2 above by written notice to the Contracts Administrator at the address provided in Section 1.1 above. In order to be effective, the intent of the notification must be clearly and concisely spelled out.

1.9 Evaluation Criteria

Each Proposal will be evaluated on the Service Provider's responsiveness to the requirements of this RFP as demonstrated in the Service Provider's Proposal. Evaluations will focus on identifying strengths, weaknesses, deficiencies and risks associated with the Service Provider's Proposal. The City reserves the discretion to choose on the basis of the best overall value and benefit to the City. Evaluation criteria include, but are not limited to, the following, listed in relative order of importance:

- Experience in providing similar services for similar projects;
- Qualifications, certifications, relevant experience, and availability of key staff identified in the Proposal;
- Project Approach;
- Pricing; and
- Participation by Section 3 firms

1.10 Evaluation Process

The City will conduct a fair and impartial evaluation of all Proposals that are received in accordance with the provisions of this RFP. The City will appoint a committee to perform technical evaluations, rank submittals, and make selection recommendations based on consensus. Proposals may be held by the City for a period not to exceed 180 calendar days from the due date for the purpose of reviewing proposals and investigating qualifications of Service Providers.

The City reserves the right to obtain clarifications or additional information from any Service Provider regarding its Proposal. All Service Providers that submit Proposals will be notified of final

selection decisions. Final recommendation of any selected Service Provider is subject to availability of funding and review and action of the City Council or appropriate City officials to award a contract.

1.11 Failure to Comply with Instructions

The City may choose to exercise any of the following options for Proposals that fail to comply with any requirement of this RFP: a) assign a low rating; b) not evaluate the Proposal; or c) deem the Proposal nonresponsive.

1.12 Awarding of the Contract

The City will award the Contract or Contracts conditioned upon funds being available and other governmental approvals as may be required. The City reserves the right to select a responsive, responsible firm(s) on the basis of best value that is most advantageous to the City. The City reserves the right to award Contracts to more than one firm.

1.13 Licenses

At the time of submittal of a response to this RFP, a Service Provider shall possess all applicable federal, state, and local licenses and certifications required to perform the Scope of Work delineated in this RFP. Throughout the duration of the Contract the Service Provider shall be responsible for complying with federal, state, and local regulations for applicable licenses required to perform the services or work for this Contract.

1.14 Public Records

Upon receipt by the City, each Proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by the Service Provider should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualification package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In providing a Proposal, each Service Provider agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside Service Provider or other third parties who serve on the evaluation committee or who are hired by the City to assist in the selection process. Furthermore, each Service Provider agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing

to disclose any material that the Service Provider has designated as a trade secret. Any Service Provider that designates its entire Proposal as a trade secret may be disqualified from consideration.

1.15 Other Conditions and Reservations

The City expects to select one or more Service Providers, but reserves the right to request substitutions of subcontractors. The City reserves the right to contact any Service Provider if such is deemed desirable by the City to obtain any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to conduct investigations with respect to the qualifications and experience of any Service Provider.

The City reserves the right to reject any and all Proposals and to waive informalities or technicalities as it may deem to be in its best interest.

A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning your company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and your company execute a contract.

The Service Provider shall perform the Work described in this RFP and all documents included by reference. All Work shall comply with acceptable industry standards. The Service Provider shall perform the Work onsite at the designated locations in Charlotte, North Carolina, except to the extent the City specifically agrees in writing to the contrary. Unless otherwise specified, the Service Provider shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

The Service Provider will comply with the contract period and schedules set forth in the Project Special Provisions section in performing the Work. All references to days in this document (including the Exhibits) shall refer to calendar days rather than business days, unless a provision specifically uses the term 'business days.' Any references to "business days" shall mean the days that the City's offices are open for the public to transact business.

END OF SECTION

SECTION 2: General Terms and Conditions

2.1 Definition of Terms

Whenever the following terms are used in the Contract Documents, the intended meaning of such terms shall be as follows:

<i>Certified Lead Contractor:</i>	Refers to a contractor working to renovate, remodel, or abate lead-based paint in homes as outlined in this RFP.
<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria set forth in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, towns, boards, committees or municipalities for which the City processes data or performs services that involve the Deliverables or Services.
<i>Contract:</i>	Refers to a written agreement executed by the City and Service Provider for all or part of the Services covered by this RFP.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Program Manager:</i>	Refers to a specified City employee representing the best interests of the City for this Project.
<i>Company:</i>	Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the City in connection with this Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Deliverables or Services.
<i>Evaluation Committee:</i>	Refers to a committee, as appointed by the City, responsible for determining the best Service Provider for the Services described in this RFP.

<i>Inspection:</i>	Refers to the formal or official viewing or examination of a home as required by this RFP.
<i>Maintenance Plan:</i>	Refers to a short concise explanation of the work that has been performed.
<i>Milestones:</i>	Refers to the benchmarks of performance (consisting of an identified deadline for the completion of specific services and/or the Acceptance of identified Deliverables), as specified in this RFP.
<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the Proposal submitted by a Service Provider for the Services as outlined in this RFP.
<i>Risk Assessor:</i>	Refers to the person(s) provided by the Service Provider to identify lead-based paint hazards in accordance with the requirements of this RFP.
<i>Risk Assessment:</i>	Refers to the determination of quantitative or qualitative value of risk related to lead based paint hazards as described in this RFP.
<i>Service Provider:</i>	Refers to a company that has interest in providing the Services required by this RFP.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this RFP; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Service Provider in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.2 Miscellaneous Conditions

Relationship of The Parties

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

Entire Contract

This Contract is the entire Contract between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Contract supersedes all prior agreements, negotiations, representations, and proposals (prior agreements); written or oral, except to the extent such prior agreements are incorporated by reference into this Contract.

Amendment or Change Order

No amendment or change order to this Contract shall be valid unless in writing and signed by both parties to this Contract.

Governing Law and Jurisdiction

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Contract, and that North Carolina law shall govern interpretation of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

Binding Nature and Assignment

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

Delays and Extensions

Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved.

Force Majeure

The Service Provider shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- a. If such failure or delay could not have been prevented by reasonable precautions;
- b. If such failure or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If and to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event").

Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as: (i) such Force Majeure Event continues and (ii) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Service Provider shall promptly notify the City by telephone or other means available (to be confirmed by written notice within five (5) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Service Provider from performing its obligations for more than thirty (30) days, the City may terminate this Contract.

Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Approvals

All approvals or consents required under this Contract must be in writing. Electronic documents shall have the same validity as physical documents.

Waiver

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of

that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

Interest of the Parties

The Service Provider covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

Taxes

The Service Provider shall pay all applicable Federal, State and local taxes that may be chargeable against the performance of the Services.

Change in Control

In the event of a change in "Control" of the Service Provider (as defined above), the City shall have the option of terminating this Contract by written notice to the Service Provider. The Service Provider shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Service Provider; or
- b. The power to direct or cause the direction of the management and policies of the Service Provider whether through the ownership of voting securities, by contract or otherwise.

Subcontracting

Should the Service Provider choose to subcontract, the Service Provider shall remain fully responsible for performance of all obligations that it is required to perform under this Contract. Any subcontract entered into by the Service Provider in connection with the Project shall name the City as a third-party beneficiary.

City Not Liable for Delays

Except as expressly provided in this Contract, the City shall not be liable to the Service Provider, its agents, representatives or subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder.

Survival of Provisions

All definitions and express representations and indemnifications included in this Contract will survive its completion or termination. Those sections of this Contract including Exhibits that by their nature would reasonably be expected to continue after the termination of this Contract shall survive the termination of this Contract.

Familiarity and Compliance with Laws and Ordinances

In performing this Contract, the Service Provider shall be aware of and comply with, and cause each of its subcontractors to comply with, all applicable federal, state and local laws and regulations (including without limitation obtaining all required permits and licenses).

2.3 Payment Affidavits

To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Small Business Opportunity Program, the City tracks the utilization of first-tier subcontractors and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purpose, it is important that the City obtain this data not only for minority, female and small business suppliers and subcontractors, but also for other subcontractors and suppliers. As a condition to receiving payment under this Contract, the Service Provider agrees to provide to the City with each invoice for payment submitted under this Contract, a written payment affidavit detailing the amounts paid by the Service Provider to first tier subcontractors and suppliers in connection with this Contract ("Payment Affidavits"). Payment Affidavits shall be in the format specified by the City from time to time, and shall include all payments made to first tier subcontractors and suppliers under this Contract that are not included on a prior Payment Affidavit.

Failure to provide a properly completed version of each Payment Affidavit required by this Section shall constitute a default under this Contract, and shall entitle the City to: (a) withhold payment of any amounts due the Service Provider (whether under this Contract or otherwise), or (b) exercise any other remedies legally available for breach of this Contract, or (c) impose any other sanctions permitted under the City's Small Business Opportunity Program. In order to have a properly completed Payment Affidavit, each prime contractor and first tier subcontractor identified must be registered in the City's Vendor Registration System. The City may request on a case-by-case basis that the Service Provider require certain suppliers to be registered in the City's Vendor Registration System, and may withhold payment of any amounts due the Service Provider in the event the Service Provider fails to comply with such request.

2.4 Payments

Payment provided for under this Contract will be made to the Service Provider on a monthly basis upon submission of an invoice stating the nature and quantity of work performed and accompanied by proper supporting documentation as the City may require. Any hourly basis fees and reimbursable expenses shall be itemized on each invoice. Payments will be made within 30 calendar days of the date of receipt of a correct payment request. A correct payment request is defined as an invoice that indicates only those work items that have been satisfactorily completed and accepted by the City.

In order to assure timely payment, email invoices to cocap@charlottenc.gov. Email back up for invoices and a copy of the invoice to wselles@charlottenc.gov.

The Service Provider shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs related to this Contract. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Service Provider or any of his payees in connection with this Contract. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract

For the purpose of such inspections, the City's agent or authorized representative shall have access to said records from the Effective Date of this Contract, for the duration of the Services, and until three (3) years after the date of final payment by the City to the Service Provider pursuant to this Contract.

The City's agent or authorized representative shall have access to the Service Provider's facilities and shall be provided an adequate and appropriate work place, in order to conduct audits in compliance with this Article. The City will give the Service Provider reasonable advance notice of planned inspections. If, as the result of an audit hereunder, the Service Provider is determined to have charged the City for amounts that are not allocable or verifiable, the Service Provider shall promptly reimburse the City for said amount.

Withholding of Periodic Payments

The parties agree that the City shall be entitled to withhold periodic payments and final payment due to the Service Provider under this Contract until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City, including but not limited to the City's Small Business Opportunity Program.

2.5 Drug Free Workplace

The Service Provider shall provide a drug-free workplace during the performance of the contract. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Service Provider's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Developer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Service Provider's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions above.

If the Service Provider is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

2.6 Background Checks

The City may conduct its own background checks on principals of the Service Provider as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

2.7 Commercial Non-Discrimination Policy

As a condition of entering into this Contract, the Service Provider represents and warrants that it will fully comply with the City's commercial non-discrimination policy, as described in section 2, article V of the City Code, and consents to be bound by the award of any arbitration conducted there-under. As part of such compliance, the Service Provider shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Service Provider retaliate against any person or entity for reporting instances of such discrimination. The Service Provider shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Service Provider understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Service Provider from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Service Provider agrees to:

- (1) Promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and
- (2) If requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Service Provider has used on City contracts in the past five years, including the total dollar amount paid by Service Provider on each subcontract or supply contract. The Service Provider further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's commercial non-discrimination policy as set forth in section 2, article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such policy. The Service Provider understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in Contract termination, disqualification of the Service Provider from participating in City contracts and other sanctions.

2.8 Indemnification

To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Service Provider or its subcontractors in connection with this Contract; or (iii) arising from the Service Provider's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Service Provider or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) alleging violation of any federal, state or local law or regulation by the Service Provider or any of the Service Provider's subcontractors; or (v) alleging that an employee or subcontractor of the Service Provider is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Service Provider); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Service Provider shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or

service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Service Provider is unable to comply with the preceding sentence within thirty days after the City is directed to cease use of a product or service, the Service Provider shall promptly refund to the City all amounts paid under this Contract.

2.9 Insurance Requirements

Service Provider's Liability and Other Insurance: The Service Provider shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from – any or all of which may arise out of or result from the Service Provider's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 bodily injury each person, each accident and \$1,000,000.00 property damage, or \$1,000,000.00 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Service Provider and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Service Provider, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000.00 bodily injury each occurrence/aggregate and \$1,000,000.00 property damage each occurrence/aggregate or \$1,000,000.00 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Pollution Legal Liability: Insurance of not less than \$1,000,000 per occurrence or claim, including bodily injury, property damage and cleanup costs.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000.00 each accident and disease – each employee and \$500,000.00 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Service Provider shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by mail.

The insurance certificate **must** include the following language in the “Description of Operations/Locations/Vehicles” box of the insurance form next to the project name: **“City of Charlotte is listed as an additional insured on the general liability policy.”** Failure to provide this specific language will delay the execution of this contract.

The Service Provider is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Service Provider from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Service Provider and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

2.10 Termination

Termination by the City for Cause

1. The City may terminate the Contract if the Service Provider:
 - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Service Provider and the subcontractors;
 - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and

after giving the Service Provider and the Service Provider's surety, if any, seven days written notice, terminate employment of the Service Provider and may, subject to any prior rights of the surety:

- a. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Service Provider;
 - b. Accept assignment of subcontracts; and
 - c. Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Service Provider, the City shall furnish the Service Provider a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Service Provider shall not be entitled to receive further payment until the work is finished.
4. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, such expenses shall be paid to the Service Provider. If such costs and damages exceed the unpaid balance, the Service Provider shall pay the difference to the City. The amount paid to the Service Provider or the City, as the case may be, shall be certified by the City, upon application, and this obligation for payment shall survive the termination of the Contract.
5. The Director of the Neighborhood & Business Services Department shall have authority to terminate the Contract without additional authorization by City Council.

Termination by the City for Convenience

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Service Provider shall:
 - a. Cease operations as directed by the City in the notice;
 - b. Take actions necessary, or that the City may direct, for the protection and preservation of the work; and
 - c. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The Director of the Neighborhood & Business Services Department shall have authority to terminate the Contract without additional authorization by City Council.

3. In case of such termination for the City's convenience, the Service Provider shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

2.11 No Collusion, Bribery or Conflict of Interest

By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that its Proposal submittal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City, or other government official at the state or federal level, in connection with this RFP.

2.12 No Lobbying

The Service Provider certifies that it has not and will not pay any person or organization to influence or attempt to influence an officer or employee of the City, the State of North Carolina, any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract under this RFP. In addition, in the event that a single contract awarded under this RFP exceeds \$100,000, the Service Provider must fully comply with the requirements of Title 40 CFR Part 34, New Restrictions on Lobbying, and submit required certification and disclosure forms accordingly.

END OF SECTION

SECTION 3: Specifications

3.1 Contract Period

The proposed Contract(s) will be for a **one (1) year period** with an option to renew for two (2) additional one-year periods.

3.2 Notice to Proceed

A Notice to Proceed will be issued to the Service Provider upon receipt of a fully executed contract, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the City.

3.3 Contract Price

Service Providers shall include an itemized unit price proposal in the format included in this RFP. Failure to include complete pricing may result in disqualification and rejection. The City reserves the right to negotiate itemized unit pricing proposed by a Service Provider prior to selection and contract execution.

3.4 Work Execution

Safety, Responsibility, and Repair of Damage: The Service Provider is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City or private property shall be the responsibility of the Service Provider to repair or to make arrangements to repair with the approval of the City. This shall be done prior to final payment of contract.

Supervision: This Contract is under the direct supervision of the City or its authorized representative. Any alternations or modifications of the work performed under the contract shall be made only by written agreement between the Service Provider and the City and shall be made prior to the commencement of the altered work. No claims for extra work or materials will be allowed unless covered by written agreement.

Working Hours: Except for emergency responses, the Service Provider shall schedule work between the hours of 8:00 AM and 5:00 PM Monday through Friday unless authorized by the City to do otherwise.

3.5 Customer Service

The City's customer service philosophy is strongly focused on providing all customers with quality services in a manner that is courteous, responsive, accessible, and seamless. The Services will be delivered with patience, understanding, good will, and without regard to convenience.

3.6 Scope of Work

LeadSafe Charlotte, a City program, provides grants to assist low income homeowners in addressing unsafe lead paint conditions that pose a potential health hazard to young children. The Program is designed to assist owners of single family dwellings.

Dwellings are all within the city limits of Charlotte and are usually single-family homes. By definition, single family dwellings contain up to four (4) units. Dwellings typically contain eight (8) rooms, with the exterior being counted as one room. Restrooms are considered a room; closets are not.

Prices for multi-unit dwellings will be individually negotiated with the Service Provider. Unit pricing is valid up to four (4) units. Pricing for dwellings with more than four (4) units will be negotiated on a case by case basis.

Access to Locations

The Contractor is responsible for obtaining access to the properties. Most of the properties are occupied. Some of the properties may be locked and secured. It is the responsibility of the Contractor to coordinate access to locked and secured properties with the homeowner and the Project Manager. Thus, successful completion of an inspection may require more than one site visit to a property

Required services include the following:

Lead-based Paint

3.6.1 Test Housing Units

The Service Provider shall be required to perform all testing for lead-based paint utilizing XRF testing instruments. **Please provide detailed information regarding the brand, age, specifications and latest service records for any XRF that will be used during the contract period.** Where XRF testing is not feasible due to a surface being narrow or curved, where greater accuracy is desired, paint samples may be collected and sent to a laboratory for analysis. Residential housing units and all applicable areas are to be tested. HUD Guidelines for performing Lead-Based Paint Survey shall be used. The City requires testing of all interior doors and frames, all interior window sashes, sills, frame and trim. It is the responsibility of the Service Provider to access all exterior window and associated components. The City will make every effort to inform the homeowner of their requirements to remove storm windows prior to testing. At times it will be necessary to assist homeowners in accessing exterior windows. If the Service Provider's XRF is such that it cannot test exterior windows due to storm windows, it is the responsibility of the Service Provider to remove and replace the storm window.

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3.6.2 Risk Assessment

Risk Assessment shall, at a minimum, be performed in accordance with HUD Guidelines and concurrently with the inspection. **Dust wipes are required in EVERY room a child MAY occupy.** The Risk Assessor will work closely with the Inspector to arrive at logical conclusions and a reasonable scope of work for the project and the project budget.

The Service Provider shall provide design specifications and a variety of lead hazard reductions for all components found to be lead containing and hazards.

The Inspection and Risk Assessment Report will be one combined document. Inspection and Risk Assessment reports will be completed and provided to the City within one (1) week of the initial inspection unless special circumstances are reported, documented, and agreed upon. Failure to provide reports in a timely manner will result in a penalty of \$25/day until the reports are provided, up to the cost of the Inspection and Risk Assessment.

3.6.3 Job Submittal Review

The Service Provider will collect and review Certified Contractor pre-job document requirements including: permit, list of personnel, North Carolina Certifications, a signed statement of OSHA requirements, copy of company respiratory protection program, and Occupant Protection Plan, work schedule, waste documentation, and landfill agreement. Service Provider will give written notice to the Certified Contractor and the City that the Certified Contractor is authorized to begin work.

Upon completion of the I hazard control, Service Provider will collect and review Certified Contractor post-job document requirements including changes to pre-job submittals, results of TCLP testing if applicable, waste manifests, warranties, and other documents. All pre- and post-job documents will be contained in the final clearance report. Upon receipt of all documents from the Certified Contractor, the Service Provider will notify the City that the documents are complete and authorize final payment to the Abatement Contractor. One review will cover both single-family units and multi-family units.

Sign off on final Certified Contractor payments will be completed or rejected within 48 hours of receipt by the Service Provider. If the Certified Contractor post job submittals are incomplete, the Service Provider will notify the City and the Certified Contractor of the deficiency. It is the responsibility of the Certified Contractor to provide the necessary paperwork to the Service Provider. When the Certified Contractor does provide that information, Service Provider shall approve the payment request within 48 hours. The Service Provider shall not sign off on the final payment request unless all paperwork has been received by the Certified Contractor, including but not limited to Owners Statement of Acceptance forms.

3.6.4 Clearance

"Clearance" of each unit will be completed in accordance with HUD guidelines. In most cases, two (2) site visits will be required for each unit. One visit will likely include dust wipe samples, the other will likely be for visual clearance at job wrap up. There may be some slight variation, i.e., some units may only require one site visit, and on occasion, three site visits may be necessary.

“Clearance” of the job also includes on-site review of project scope of work, review of proper control procedures, proper waste storage, proper posting of permits, and ensuring compliance with local, state and federal laws governing the project.

Clearance inspections will be provided within twenty-four (24) hours of contact with the Service Provider. Written documentation of the site visit and the results of the clearance, including when laboratory analysis is expected, as well as the Service Provider of Contact, will be provided upon every site visit. If clearance personnel will not be available on certain days or during certain times, the City shall be notified at least 24 hours in advance. If the Service Provider fails to respond to a call for clearance within the timeframe indicated, a charge of \$50 will be assessed against the Service Provider. For every additional four (4) business hours following, an additional \$50 penalty will be assessed up to the price of the clearance inspection.

Verbal clearance results will be reported immediately to the City upon receipt from the laboratory by the Service Provider. The Service Provider will fax or email a scanned standard form of clearance notification to the City within twenty-four (24) hours of verbal reporting. This fax will include a cover page indicating “pass or fail”, the components tested, and a copy of the faxed lab report. The City, in turn, will provide this information to the property resident.

Clearance Reports shall be provided within two (2) weeks of final completion of clearance. Clearance Reports shall include pre-job and post-job submittals. If the post-job submittals have not been received within the two (2) week period, the report may be delayed until the submittals are received, however, the Service Provider must notify the City and the Certified Lead Contractor, in writing, of the deficiencies. No payments will be made until reports are provided and/or documentation is provided that the contractors have been notified of the deficiencies. Failure to provide reports in a timely manner will result in a penalty of \$25/day until the reports are provided, up to the cost of the clearance phase. Laboratory turnaround on clearance samples is preferred to be twelve (12) hours, but will be a maximum of 24 hours.

NOTE: Please provide a line item cost to return to the site in the event of a failed clearance by the Certified Lead Contractor. The City will be responsible for the payment of this fee and in turn will bill the Certified Lead Contractor.

3.6.5 Maintenance Plan

In addition to the final Clearance Report, the Service Provider will provide a short, clear, concise, and easy to read “final” report for the project informing the homeowner exactly what lead painted surfaces still remain in the home and standardized ways to maintain these surfaces properly. The Maintenance Plan will include general information that is standard from report to report, as well as individual evaluation of each unit.

Maintenance Plans shall be provided within two (2) weeks of final completion of clearance. Maintenance Plans shall include a map of the location. No payments will be made until reports are provided. Failure to provide reports in a timely manner will result in a penalty of \$25/day until the reports are provided, up to the cost of the Maintenance Plan.

3.6.6 Key Items to be Addressed in Reports

Risk Assessment/Inspection Reporting

The following key points and items must be included in this report:

- Report summary pinpointing hazards identified with XRF and Wipes;
- Recommended Response Actions: Includes **3 response choices; all choices shall be valid choices, for example, do not include “clean, prep and paint” if the surface is not paintable. If only one or two choices are feasible, indicate “no other options feasible.”**
- Field Data including:
 - Notes from inspection;
 - Sketch of house; and
 - Summary of paint test results, organized by room or component, and including at a minimum location of sample, component, substrate, color, condition of material, and test results;
- Resident Questionnaire (standard);
- Building Condition Form (standard);
- Paint Condition Form (standard);
- Field Sampling Form for Dust wipes (standard);
- Field Sampling Form for Soil testing (standard);
- Laboratory Reports; and
- Signature of Inspector, Risk Assessor and Reviewer, with accreditation numbers.

Final Clearance Report

The following key points and items must be included in this report:

- Report summary discussing what was done by line item at the residence;
- Any addenda to the Risk Assessment;
- Statement indicating all work was completed in accordance with the scope;
- Summary of results of all clearance visits;
- Lead Hazard Control Visual Clearance Form (standard);
- Lead Hazard Control Clearance Dust Sampling form (standard);
- Laboratory reports;
- Pre-job and post-job submittals provided by abatement contractor, including permits, credentials, occupant protection plan, and other documents; and
- Signature of Risk Assessor and Reviewer, with accreditation numbers.

Maintenance Plan

The following key points and items must be included in this report:

- Summary of lead paint remaining at the residence including sketch;
- Maintenance recommendations for each component or area; • Standard language for lead safe work practices; and
- Signatures of preparers.

Ad-Hoc Reports and Annual Reports

Throughout the Contract term, the City may request additional reports from the Service Provider as needed.

3.7 Limited Survey for Asbestos Containing Materials

On occasion, suspect asbestos containing materials (ACM) are identified during initial housing inspection activities. The City seeks limited sampling and requires clearance if ACM materials are removed.

All asbestos inspection work must be performed by persons certified to perform asbestos inspections by the State of North Carolina Health Hazards Control Unit (HHCUC). The inspection will be conducted in general accordance with standards for conducting asbestos inspection activities.

3.7.1 Testing Housing Units

The Service Provider shall provide all necessary facilities, materials, supplies, equipment, supervision, and personnel and other items and services to perform the asbestos inspection services as defined in this RFP. These services must be in accordance with applicable work practice standards of the HHCUC. When more than one regulatory provision applies to a condition or activity, the most stringent shall be used.

Limited Surveys shall include a two (2) hour site visit and include sample collection at the discretion of the Inspector and include a "positive stop" analysis strategy. Sample analysis shall include a twenty-four (24) hour turn around, including a written report of the findings and design if applicable. Sample analysis will be paid per sample.

Limited Inspection reports will be completed and provided to the City within one (1) week of the initial inspection unless special circumstances are reported, documented, and agreed upon. Failure to provide reports in a timely manner will result in a penalty of \$25/day until the reports are provided, up to the cost of the Inspection.

3.7.2 Job Submittal Review

The Service Provider will collect and review Accredited Contractor pre-job document requirements including: permit, list of personnel, North Carolina Accreditations, a signed statement of OSHA requirements, copy of company respiratory protection program, and Occupant Protection Plan, work schedule, waste documentation, and landfill agreement. Service Provider will give written notice to the Accredited Contractor and the City that the Certified Contractor is authorized to begin work.

Upon completion of the hazard control, Service Provider will collect and review Accredited Contractor post-job document requirements including changes to pre-job submittals, results of

TCLP testing if applicable, waste manifests, warranties, and other documents. All pre- and post-job documents will be contained in the final clearance report. Upon receipt of all documents from the Accredited Contractor, the Service Provider will notify the City that the documents are complete and authorize final payment to the Accredited Contractor.

Sign off on final Accredited Contractor payments will be completed or rejected within 48 hours of receipt by the Service Provider. If the Accredited Contractor post job submittals are incomplete, the Service Provider will notify the City and the Certified Contractor of the deficiency. It is the responsibility of the Accredited Contractor to provide the necessary paperwork to the Service Provider. When the Accredited Contractor does provide that information, Service Provider shall approve the payment request within 48 hours. The Service Provider shall not sign off on the final payment request unless all paperwork has been received by the Accredited Contractor, including but not limited to Owners Statement of Acceptance forms.

3.7.3 Clearance

Air Monitoring "Clearance" of each unit will be completed in accordance with HHCU by an Accredited Air Monitor. "Clearance" of the job also includes on-site review of project scope of work, review of proper control procedures, proper waste storage, proper posting of permits, and ensuring compliance with local, state and federal laws governing the project.

Clearance inspections will be provided within twenty-four (24) hours of contact with the Service Provider. Written documentation of the site visit and the results of the clearance, including when laboratory analysis is expected, as well as the Service Provider of Contact, will be provided upon every site visit. If clearance personnel will not be available on certain days or during certain times, the City shall be notified at least 24 hours in advance. If the Service Provider fails to respond to a call for clearance within the timeframe indicated, a charge of \$50 will be assessed against the Service Provider. For every additional four (4) business hours following, an additional \$50 penalty will be assessed up to the price of the clearance inspection.

Verbal clearance results will be reported immediately to the City upon receipt from the laboratory by the Service Provider. The Service Provider will fax or email a scanned standard form of clearance notification to the City within twenty-four (24) hours of verbal reporting. This fax will include a cover page indicating "pass or fail", the components tested, and a copy of the faxed lab report. The City, in turn, will provide this information to the property resident.

- 3.7.4 Clearance Reports shall be provided within 2 weeks of final completion of clearance. Clearance Reports shall include pre-job and post-job submittals. If the post-job submittals have not been received within the two (2) week period, the report may be delayed until the submittals are received, however, the Service Provider must notify the City and the Accredited Contractor, in writing, of the deficiencies. No payments will be made until reports are provided and/or documentation is provided that the contractors have been notified of the deficiencies. Failure to provide reports in a timely manner will result in a penalty of \$25/day until the reports are provided, up to the cost of the clearance phase. Laboratory turnaround on clearance samples is preferred to be twelve (12) hours, but will be a maximum of twenty-four (24) hours.

3.7.5 Maintenance Plan

In addition to the final Clearance Report, the Service Provider will provide a short, clear, concise, and easy to read “final” report for the project informing the homeowner exactly what lead painted surfaces still remain in the home and standardized ways to maintain these surfaces properly. The Maintenance Plan will include general information that is standard from report to report, as well as individual evaluation of each unit.

Maintenance Plans shall be provided within two (2) weeks of final completion of clearance. Maintenance Plans shall include a map of the location. No payments will be made until reports are provided. Failure to provide reports in a timely manner will result in a penalty of \$25/day until the reports are provided, up to the cost of the Maintenance Plan.

3.7.6 Key Items to be addressed in Reports

Inspection Reporting

- Report summary pinpointing identified asbestos containing materials;
- Recommended Response Actions: Includes 3 response choices. If only one or two choices are feasible, indicate “no other options feasible.”
- Field Data including:
 - Notes from inspection;
 - Sketch of house; and
 - Summary of test results, organized by room or component, and including at a minimum location of sample, component, substrate, color, condition of material, and test results;
- Laboratory Reports; and signatures of Inspector and Reviewer.

Final Clearance Report

The following key points and items must be included in this report:

- Report summary discussing what was done by line item at the residence;
- Statement indicating all work was completed in accordance with the scope;
- Summary of results of all clearance visits;
- Laboratory reports;
- Pre-job and post-job submittals provided by abatement contractor, including permits, credentials, occupant protection plan, and other documents; and

Maintenance Plan

The following key points and items must be included in this report:

- Summary of identified remaining ACM at the residence including sketch;
 - Maintenance recommendations for each component or area; •
- Signatures of preparers.

Ad-Hoc Reports and Annual Reports

Throughout the Contract term, the City may request additional reports from the Service Provider as needed.

NOTE: Please provide a line item cost to return to the site in the event of a failed clearance by the Accredited Contractor. The City will be responsible for the payment of this fee and in turn will bill the Contractor.

Please submit a sample Lead Risk Assessment/Inspection, Clearance Report, and Maintenance Plan and an Asbestos Inspection and Clearance Report with the proposal.

END OF SECTION

SECTION 4: Federal Contracting Requirements

- 4 The work to be performed under this contract will be financed in whole or in part with federal funding. As such, federal laws, regulations, policies, and related administrative practices apply to this contract. The most recent of such federal requirements, including any amendments made after the execution of this contract shall govern this contract, unless the federal government determines otherwise. This Section identifies the federal requirements that may be applicable to this contract. The successful Service Provider awarded the contract is responsible for complying with all applicable provisions.

To the extent applicable, any certifications and contractual provisions required by any federal statutes or regulations to be included in this Contract, are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract executed by the Service Provider pursuant to its obligations under this contract. The Service Provider and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable federal, state and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this contract.

4.1 Energy Conservation

The Service Provider agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, et seq.

4.2 Clean Water

The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq. The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

4.3 Clean Air

The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

4.4 Access to Records and Reports

The Service Provider agrees to provide the City, the HUD Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- a) The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- b) The Service Provider agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Service Provider agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed.

4.5 Federal Changes

The Service Provider shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference between the City and HUD, as they may be amended or promulgated from time to time during the term of this contract. The Service Provider's failure to so comply shall constitute a material breach of this contract.

4.6 Government-Wide Debarment and Suspension (Non-Procurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Service Provider is required to verify that it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Service Provider is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. By signing and submitting its bid or Proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.7 Privacy Act

The following requirements apply to the Service Provider and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a) The Service Provider agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). The Service Provider agrees to obtain the express consent of the federal government before the Service Provider or its employees operate a system of records on behalf of the federal government. The Service Provider understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b) The Service Provider also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

4.8 Federal Funding Accountability and Transparency Act (FFATA) of 2006

FFATA requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards. The FFTA Sub-Award Reporting System is the reporting tool federal prime awardees use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet FFATA reporting

requirements. Service Providers must comply with the reporting requirements of 2 CFR Subtitle A, Chapter 1, Part 25.

4.9 Incorporation of HUD Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by HUD, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by HUD are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all HUD-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Service Provider shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the HUD terms and conditions.

4.10 HUD Section 135.38 Section 3 Clause

- a) The Services to be performed under this Contract are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The Service Provider agrees to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by execution of any Contract as a result of this RFP, the Service Provider shall be required to certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The Service Provider agrees to send to each labor organization or representative of workers with which the Service Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Service Provider's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The Service Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Service Provider will not subcontract with any subcontractor where the Service Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e) The Service Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Service Provider is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Service Provider's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of the Contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under the Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to the Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

4.11 Section 3 Compliance

4.11.1 Section 3 Utilization Strategy

In order to receive the maximum points, you must submit a feasible Section 3 utilization strategy that must be kept on file by the respondent, and should include innovative and creative approaches to providing economic opportunities for Section 3 residents and Section 3 business concerns. The strategy should address the plan for meeting the Section 3 minimum numeric goals for employment and contracting opportunities found at 24 CFR Part 135.30:

Facilitation of Training & Employment

Types and amounts of employment and training opportunities for Section 3 residents to be generated as a result of proposed project activities; i.e., apprenticeships and internships, clerical, administrative, management, and professional positions.

Coordination of Compliance with Sub Contractors

Specific actions that will be taken to ensure that Section 3 business concerns will be given priority consideration for contracting opportunities in accordance with 24 CFR Part 135.34 and Part 135.36.

Outreach and Marketing

Process to be used for notifying Section 3 residents and business concerns about the availability of training, employment, and contracting opportunities.

A list of certified Section 3 firms can be found at: <http://www.cha-nc.org/business/section3.asp>.

4.11.2 Section 3 Economic Opportunities

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”

The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

A determination of the proposer’s responsibility will include the submission of an acceptable Section 3 utilization strategy for meeting the Section 3 numeric goals found in 24 CFR Part 135.30. The bid should demonstrate a feasible strategy for directing training, employment and contracting opportunities generated by the expenditure of covered financial assistance, to Section 3 residents and Section 3 business concerns.

4.11.3 Section 3 Numerical Goals

It is HUD policy to achieve Section 3 goals through the following means:

Hiring

At least 30% of the aggregate number of full-time new hires must be Section 3 residents, with a preference for residents at the development where the work is being performed. A Section 3 resident is a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the assistance is expended and who is considered to be a low or very-low income person.

Contracts

At least 3% of the total dollar amount of all Section 3 covered contracts. A Section 3 business concern is one: (a) that is fifty-one (51%) percent or more owned by Section 3 residents; or (b) whose permanent, full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or (c) that provides evidence of a commitment to subcontract at least 25 percent (25%) of the amount from to Section 3 business concerns.

4.11.4 Examples of Outreach & Marketing

Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information

about the application process) to every occupied dwelling unit in the housing development or developments. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

4.11.5 Examples of Training and Employment

1. Establishing training programs, which are consistent with the requirements of the Department of Labor.
2. Sponsoring a job informational meeting at a location in the housing development or developments. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments. Arranging for a location in the housing development or developments where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
3. Consulting with State and local agencies administering training programs funded through WIA, JobLinks, JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the contractor's training and employment positions. Entering into "first source" hiring agreements with organizations representing Section 3 residents. Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
4. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the contractor intends to fill.
5. Undertaking job counseling, education and related programs in association with local educational institutions. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
6. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.

4.11.6 Examples of Efforts to Award Contracts to Section 3 Business Concerns

1. Contacting business assistance agencies, minority contractor's associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
2. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development.
3. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals. Advertising the contracting opportunities electronically, through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
4. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
5. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
6. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
7. Establishing or sponsoring programs designed to assist residents of public housing in the creation and development of resident-owned businesses. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
8. Actively supporting joint ventures with Section 3 business concerns and the development or maintenance of business incubators which assist Section 3 business concerns.

Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

END OF SECTION

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FORM A – PROPOSAL COVER SHEET
RFP FY2019 Lead Hazard Control and Asbestos Testing and Clearance

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

Company Full Legal Name:	
Contact Person for RFP Process:	
Address:	
City/State/Zip:	
Telephone Number:	
Fax Number:	
Email Address:	
City Vendor Number	
<p>The person executing the Proposal, on behalf of the Service Provider, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Service Provider has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Service Provider has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Service Provider intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.</p> <p>Submission of a response to this RFP constitutes certification that the Service Provider and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.</p> <p>NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.</p> <p>The information contained in this Proposal package, including all forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. I certify that have given true, accurate and complete information in this Proposal to the best of my knowledge.</p>	
Represented and Warranted By (Authorized Signature):	
Date:	

FORM B – EXPERIENCE AND QUALIFICATIONS

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL - Make additional copies of this form as needed

FORM B – EXPERIENCE AND QUALIFICATIONS					
KEY TEAM MEMBERS	Key Team Member 1	Key Team Member 2	Key Team Member 3	Key Team Member 4	Key Team Member 5
<i>Personal Information</i>					
Name					
Professional Certification or License (list)					
Licensed in North Carolina? Indicate Yes, No, or N/A					
Proposed Role/Function					
Office Location					
Number of Years with Current Firm					
<i>Projects Listed in Response to RFP Question 1.5.7 – Indicate Role of Key Team Member and Level of Involvement (Major/ Minor or None, as applicable)</i>					
1.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
2.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
3.	Role	Role	Role	Role	Role
	Involvement	Involvement	Involvement	Involvement	Involvement
4.	Role	Role	Role	Role	Role

	Involvement	Involvement	Involvement	Involvement	Involvement
5.					
6.	Role	Role	Role	Role	Role

FORM B – EXPERIENCE AND QUALIFICATIONS					
KEY TEAM MEMBERS	Key Team Member 1	Key Team Member 2	Key Team Member 3	Key Team Member 4	Key Team Member 5
	Involvement	Involvement	Involvement	Involvement	Involvement
Indicate Number of Years the Key Team Member has been Certified:					
NC HHCU Certified Project Designer					
NC HHCU Certified Risk Assessor					
NC HHCU Certified Lead Inspector					
Certified Industrial Hygienist					
NC HHCU Accredited Asbestos Inspector					
NC HHCU Certified Air Monitor					
Expertise – Indicate Number of Projects:					
Number of Single Family Residential Lead Abatement Permitted Projects Cleared					
Number of Multifamily Residential Lead Abatement Permitted Projects Cleared					

Number of Asbestos Inspections Completed					
Number of Asbestos Abatement Permitted Projects Cleared					
FORM B – EXPERIENCE AND QUALIFICATIONS					
KEY TEAM MEMBERS	Key Team Member 1	Key Team Member 2	Key Team Member 3	Key Team Member 4	Key Team Member 5

FORM C – FY 2019 YEAR UNIT COST PROPOSAL

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

Provide pricing based on the requirements and terms set out in this RFP. Pricing must be all-inclusive and cover every aspect of the project. Costs must be in United States dollars, rounded to the nearest quarter dollar. If there are additional costs associated with the Services, please add to this chart. This Price Proposal must reflect all costs for which the City will be responsible.

Proposed Pricing Per Unit- Lead Based Paint	Cost
Testing	\$
Risk Assessment/Design (includes initial scope recommendations)	\$
Document Review and Approval (pre- and post-jobs and invoices)	\$
Clearance Services (includes reporting)	\$
Maintenance Plan Prep	\$
TOTAL PER UNIT	\$
Return Site Visit for a Failed Clearance	\$
Other Costs- List:	

Proposed Pricing Per Unit- Asbestos
Testing
Document Review and Approval (pre- and post-job submittals and invoices)
Clearance Services (includes reporting)
Maintenance Plan Prep
TOTAL PER UNIT
Return Site Visit for a Failed Clearance

Other Costs- List:

FORM D – SECTION 3 SUBCONTRACTOR/SUPPLIER COMMITMENT

Supply information for all **Subcontractors** and **Suppliers** whose services will be utilized on the project being bid by your firm. If you are a Section 3 business concern, please list yourself as the Section 3 contractor in number (1).

PROJECT: RFP FY2019 Lead Hazard Control and Asbestos Testing and Clearance

BIDDERS NAME: _____

ADDRESS: _____ **City:** _____ **ST:** _____

\$ _____ AMOUNT OF BID

\$ _____ TOTAL DOLLAR VALUE OF **Section 3** SUBCONTRACTS

\$ _____ TOTAL DOLLAR VALUE OF **ALL** SUBCONTRACTS (INCLUDING Section 3)

SUBCONTRACTORS & SUPPLIERS

(1) Name of Firm: _____
Address: _____ City: _____ ST: _____
Owner/Contact Name(s): _____
Phone No: _____
☐ Contractor ☐ Subcontractor ☐ Supplier
Work/Service to be performed _____
Amount to be paid: \$ _____ % of total bid amount _____ %

(2) Name of Firm: _____
Address: _____ City: _____ ST: _____
Owner/Contact Name(s): _____
Phone No: _____
☐ Contractor ☐ Subcontractor ☐ Supplier
Work/Service to be performed _____
Amount to be paid: \$ _____ % of total bid amount _____ %

(3) Name of Firm: _____
Address: _____ City: _____ ST: _____
Owner/Contact Name(s): _____
Phone No: _____
☐ Contractor ☐ Subcontractor ☐ Supplier
Work/Service to be performed _____
Amount to be paid: \$ _____ % of total bid amount _____ %

FORM E – COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: Safe Home Program
Project Number: RFP FY2019 Lead Hazard Control and Asbestos Testing and Clearance
Proposer: _____

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its bid, the Proposer has considered all bids submitted from qualified, potential sub consultants and suppliers and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any sub consultant, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
4. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of sub consultants and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid and to terminate any contract awarded on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies that are allowed thereunder.
5. As part of its bid, the Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Proposer in a legal or administrative proceeding alleging that the Proposer discriminated against its sub consultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid to the City, the Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: _____
SIGNATURE OF AUTHORIZED OFFICIAL

Title: _____

FORM F – DRUG FREE WORKPLACE CERTIFICATION

Project: Safe Home Program

Project Number: RFP FY2019 Lead Hazard Control and Asbestos Testing and Clearance

Proposer: _____

The Service Provider shall provide a drug-free workplace during the performance of the contract. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Service Provider's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Developer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Service Provider's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions above.

If the Service Provider is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

By: _____ Title _____

SIGNATURE OF AUTHORIZED OFFICIAL

FORM G – FEDERAL CERTIFICATIONS
LOBBYING (31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Service Providers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative
Agreements (*To be submitted with each bid or offer exceeding
\$100,000*)

The undersigned [Service Provider] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Service Provider, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Service Provider understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Service Provider's Authorized Official

_____ Name and Title of Service Provider's Authorized Official

_____ Date

Form H-Debarment, Suspension, and Other
Certificate Regarding Debarment, Suspension and Other Responsibility Matters

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☐ **I hereby certify as stated above:**

(Print Name)

Signature

Title

Date

☐ **I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

(Print Name)

Signature

Title

Date

Form I – Federal Terms

FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the **Safe Home Program Contract** (the "Contract") between the City of Charlotte and _____ (the "Contractor") Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Contractor represents and warrants that, as of the Effective Date of the Contract, neither the Contractor nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Sub-recipient or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Sub-recipient shall notify the City immediately. **The Contractor completed Form H- Vendor Debarment Certification.**
2. **Record Retention.** The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Contractor represents and warrants that in its performance under the Contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Contractor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Contractor certifies that:

- 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor , to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Contractor completed Form G-Byrd Anti-Lobbying Certification.**
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Sub-recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Sub-recipient is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Sub-recipient, or any other party pertaining to any matter resulting from the Contract.